



ST. JOHN

THE BAPTIST PARISH



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
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Eliana DeFrancesch 87070

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
HDR ENGINEERING, INC.

This Agreement is made and entered into on this 10th day of December, 2019 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by Natalie Robottom, **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council and **HDR ENGINEERING, INC.**, 201 RUE IBERVILLE, SUITE 115, LAFAYETTE, LA 70508 represented by David Weston, Vice President in accordance with the corporate resolution attached hereto, hereinafter referred to as ("**Engineer**") are sometimes individually referred to as "**Party**" and collectively referred to as the "**Parties**" under the following terms and conditions.

TERM OF AGREEMENT

This **Agreement** shall begin on the date referenced above and terminate two (2) years from the Notice to Proceed (NTP) unless otherwise terminated per the termination clause. Notice to Proceed shall be issued to the **Engineer** no later than ten (10) days following execution of the **Agreement**.

AMENDMENT

This **Agreement** may be amended by written consent, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

EXTENSION

The term of this **Agreement** may be extended in six (6) increments by written agreement, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

SCOPE OF SERVICES

The "Services" to be performed by the **Engineer** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Work**, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in **Exhibit A: Scope of Work**, the **Parish** hereby agrees to provide compensation to the **Engineer**, in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments and invoices must be approved by the **Director of Planning and Zoning** or a designee hereinafter called the "**Director**," and all deliverables, invoices, etc. shall be submitted to the **Director**.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **Director** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Scope of Work** to ensure completion and a review of invoices for accuracy prior to payment.

TAXES

The **Engineer** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** shall be **Engineer's** obligation. **Engineer** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Engineer** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Engineer** written notice specifying the **Engineer's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Engineer** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that **Engineer** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Engineer** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Engineer**, and **Parish** may withhold any payments to the **Engineer** for the purpose of setoff until such time as the exact amount of damages due **Parish** from the **Engineer** is determined.

TERMINATION FOR CONVENIENCE

Parish may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Engineer** of its intent to terminate this **Agreement**. The **Engineer** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

NOTICE TO PROCEED

The **Director** shall notify the **Engineer** to undertake the services stated in **Exhibit A: Scope of Work**, and the **Engineer** shall commence the services within ten (10) calendar days after mailing of such notification.

GENERAL CONDITIONS

The **Engineer** shall, at all times during the term of this **Agreement**, maintain a valid Louisiana Engineering License.

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the **Parties** hereto that the **Engineer** is entering into this **Agreement** in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **Engineer** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish.

The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Engineer** arising from the performance of their services under this **Agreement**.

The **Engineer** shall be authorized to represent the **Parish** with respect to services being performed and dealings with other agencies. The **Engineer** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **Engineer**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **Engineer**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **Parish** shall have the right to annul this **Agreement** without liability.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **Engineer**, shall not be assigned or subcontracted in whole or in part by the **Engineer** as to the services to be performed hereunder without the written consent of the **Parish**.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Engineer** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

INSURANCE

Engineer shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **Engineer** by the **Parish** shall remain the property of the **Parish**, and shall be returned to the **Parish**, at **Engineer's** expense, at termination or expiration of this **Agreement**.

All records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Engineer** in connection with the performance of the services contracted herein shall become the property of the **Parish**, and shall, upon request, be returned at **Engineer's** expense, at termination or expiration of this **Agreement**.

AUDITORS

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Engineer** which relate to this **Agreement**.

NON-ASSIGNABILITY

Engineer shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish**. This provision shall not be construed to prohibit the **Engineer** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

INDEMNITY

To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to reasonable attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of **Engineer**.

Neither Party to this **Agreement** shall be liable to the other Party or any entity claiming by or through the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the **Agreement** from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract, or warranty -- express or implied.

Allocation of risks and limitations of remedies under this **Agreement** are business understandings between the **Parties** and shall apply to all theories of recovery, including but not limited to breach of contract or warranty (express or implied), tort (including but not limited to negligence), strict or statutory liability, or any other cause of action. Notwithstanding any other provision of this **Agreement**, and to the fullest extent permitted by law, the total liability, in the aggregate, of **Engineer** and **Engineer's** officers, directors, members, partners, agents, employees, and subconsultants to **Parish** and anyone claiming by, through, or under **Parish** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the **Agreement** from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of **Engineer** or **Engineer's** officers, directors, members, partners, agents, employees, or subconsultants (hereafter "Claims"), shall not exceed the lesser of **Engineer's** fee under this **Agreement** or \$1,000,000.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source. If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the **Parish** President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other **Party** by the manner stated above.

If to Parish:	If to Engineer:
ATTN: Natalie Robottom Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Brett Geesey Associate Vice President HDR Engineering, Inc. 5750 Johnston Street, Suite 105 Lafayette, LA 70503-5334

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Engineer** must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

Engineer must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), **Engineer** must certify that neither he, nor anyone acting on behalf of **Engineer**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **Engineer**.

Engineer further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by **Engineer** in the regular course of their employment duties for **Engineer**. **Engineer** further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **Engineer** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. **Engineer** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America

DISCRIMINATION CLAUSE

The **Engineer** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Engineer** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **Engineer** agrees not to discriminate in its employment practices and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

SIGNATURE PAGE TO FOLLOW

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

WITNESS:

LaVerne Toombs
SIGNATURE

LaVerne Toombs
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:

Erin Rooney
SIGNATURE

Erin Rooney
PRINT NAME

ENGINEER:

HDR Engineering, Inc.

By: David Weston
David Weston, Vice President

Exhibit A
Scope of Work

PROJECT DESCRIPTION

The **Engineer** will provide engineering and related services for the Lake Pontchartrain Shoreline Protection Project. A concept has been developed for a shoreline protection project for the western shoreline of Lake Pontchartrain in St. John the Baptist Parish to strengthen the existing shoreline and prevent shoreline retreat, in turn maintaining the existing land between Lake Pontchartrain and LaPlace as a storm surge buffer. The concept establishes proposed boundaries of the St. John/St. Charles Parish line and Ruddock, where the new breakwaters will tie-in to an existing shoreline protection structure in Tangipahoa Parish and any existing breakwaters and engineered shoreline features in St. John Parish. The project shall be designed to utilize all available funds for construction.

SERVICES

Timeframe: 2 years from Notice to Proceed (NTP).

The **Engineer** shall provide all basic services and supplemental services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**.

More specifically, the **Engineer** will:

1. Provide all necessary engineering, design, modeling, survey, geotechnical investigation, permitting and related services required for the preparation of construction documents including plans, specifications and cost estimates.
2. Submit plans and specifications to United States Army Corps of Engineers, Louisiana Department of Natural Resources, and other appropriate agencies, if applicable, for approval.
3. Attend any project meetings as necessary to complete project successfully.

Following is a description of the scope of work required to complete each phase of services for the project:

TOPOGRAPHIC, BATHYMETRIC AND MAGNETOMETER SURVEY PHASE:

1. Conduct pre-construction topographic, bathymetric and magnetometer surveys of proposed shoreline protection.

GEOTECHNICAL INVESTIGATION PHASE:

1. Collect geotechnical borings to determine the conditions of the water bottom and soil column beneath the water bottom.
2. Analyze the soil conditions and provide recommendations for shoreline protection system foundation requirements.
3. Provide estimated settlement based on the proposed shoreline protection system.

PERMITTING PHASE:

1. Prepare and submit all applications for the various permits to federal and state agencies, on an as-needed basis.
2. Any requests for information or revisions due to permit comments or requirements from agencies shall be included in this phase.
3. Any required permit extension will be included in this phase.

PRELIMINARY ENGINEERING PHASE:

1. Prepare preliminary engineering report which includes the following:
 - a. Purpose and Need for the Project
 - b. Summary of Existing Data and New Field Data Collection Plan
 - i. Topographic/Bathymetric Data
 - ii. Geotechnical Data
 - iii. Wind/Wave/Hydrodynamic Data
 - c. New Field Data
 - d. Development of Alternatives
 - e. Coastal engineering Analysis
 - i. Wave Modeling
 - ii. Shoreline Assessment
 - f. Evaluation of Alternatives
 - g. Recommendations
2. Prepare preliminary engineering plans which demonstrate the concept and layout of the proposed shoreline protection system. Submit 15% design which includes the preliminary engineering plans and preliminary engineering report including items a through d. The 15% design submittal will be due within three months of receipt of all survey and geotechnical information.
3. Submit 30% design which incorporates comments received on the 15% design submittal and items e through g. The 30% design submittal will also include a preliminary set of technical specifications and construction cost estimate outlining all items of work and current unit prices for these items. The 30% design submittal will be due within two months of receiving comments from St. John Parish on the 15% submittal.
4. A technical review meeting will be held at the 15% and 30% preliminary design submittal phases following review of the submittals by St. John the Baptist Parish.
5. Comments from the technical review meetings will be incorporated into the next design submittal phase.

FINAL ENGINEERING PHASE:

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 65%, 95% submittal and a 100% submittal.
3. The 65% and 95% design submittal will include all design sheets and technical specifications and an updated opinion of probable construction cost will be provided.
4. Following review of the 65% and 95% submittal by St. John the Baptist Parish, a technical review meeting will be held.
5. Comments from the technical review meetings will be incorporated into the next design submittal phase.

6. The 100% final design submittal will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

BIDDING PHASE:

1. Assist **Parish** in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by **Parish** in the course of any negotiations with prospective contractors.
4. Consult with **Parish** as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
5. The **Engineer** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist **Parish** in evaluating Bids or proposals and in assembling and awarding contracts for the work.

CONSTRUCTION PHASE:

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
3. The **Engineer** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.
4. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine contract pay quantities, including necessary materials checking.
7. Verify and approve contractor's pay estimates and submit same to Director.
8. Prepare progress reports for the Director.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Verify and approve Testing Laboratory pay estimates and submit same to Director.

13. Prepare all necessary documentation required for construction change orders.
14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

RECORD DRAWINGS:

1. The **Engineer** shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the contractor, on CD in both ACADD and PDF formats.

RESIDENT PROJECT REPRESENTATIVE:

1. Assign personnel acceptable to the Director.
2. Assist **Engineer** in observing progress and quality of the work.
3. RPR is Engineer's representative at the site.
4. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to **Engineer** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **Engineer**.
6. Conduct on site observations of Contractor's work in progress to assist **Engineer** in determining if the work is in general accordance with the contract documents.
7. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
8. Prepare a daily report recording the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
9. Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendation to **Engineer**.
10. Participate in visits to the project to determine substantial completion and final completion.

Exhibit B
Pricing Schedule

The following budget is based on the scope of work as outlined in **Exhibit A**.

Compensation for Professional Services – for work associated with the basic services of this project which includes all lump sum tasks below, the estimated fee is based on the cost estimate of the project applied to Ordinance 05-16. Actual fees are negotiated as per Ordinance 05-16. For work associated with sub-consultant or supplemental services which includes all not to exceed tasks below, the fee is based on a not to exceed budget for these tasks. A breakdown of the total fee is detailed below.

Project Elements

Estimated Construction Cost: \$9,559,470

Engineering Fee % (Negotiated as per SJBP Standard Curve Ordinance 05-16): 5.56%

Total Basic Services Fee (See Breakdown Below): \$531,000

Preliminary Engineering Phase (Lump Sum): \$265,754

Final Engineering Phase (Lump Sum): \$125,693

Bidding (Lump Sum): \$20,174

Construction Administration (Lump Sum): \$110,059

Record Drawings (Lump Sum): \$9,320

Supplemental Services:

Topographic, Bathymetric and Magnetometer Survey (not to exceed): \$187,840

Geotechnical Investigation (lump sum): \$138,210

Permitting (not to exceed): \$29,979

Resident Project Representative (not to exceed): \$242,100

Total Supplemental Services Fees: \$598,129

Project Breakdown

Invoices for this project shall be submitted monthly and reflect the percentage of work completed for each task through the end of each month. The Parish shall pay invoices within thirty (30) days of receipt.

Pricing Schedule

The **Engineer** will be paid as per the St. John the Baptist Parish Code of Ordinances – Chapter II – Fees and Charges, Sec. 14-2. Administration.

(1) Engineer and resident inspection fees.

Basic Engineering Services Fee Curve	
Awarded Construction Cost	Basic Engineering Services Fee (percentage)
\$0—\$30,000.00	14.56
\$40,000.00	14.04
\$50,000.00	13.57
\$60,000.00	13.21
\$70,000.00	12.90
\$80,000.00	12.69
\$90,000.00	12.38
\$100,000.00	12.08
\$200,000.00	11.02
\$300,000.00	10.23
\$400,000.00	9.72
\$500,000.00	9.27
\$600,000.00	8.82
\$700,000.00	8.59
\$800,000.00	8.40
\$900,000.00	8.23
\$1,000,000.00	8.04
\$2,000,000.00	7.43
\$3,000,000.00	7.18
\$4,000,000.00	7.11
\$5,000,000.00	6.67
Over \$5,000,000.00	To be negotiated
Resident Project Representative Services	
Estimated Construction Cost	Service Fee (percentage)
\$100,000.00 or less	5.0
\$200,000.00	4.6
\$300,000.00	4.3
\$400,000.00	4.1
\$500,000.00	3.9
\$600,000.00	3.8
\$700,000.00	3.7
\$800,000.00	3.6
\$900,000.00	3.5
\$1,000,000.00	3.4
\$2,000,000.00	3.3
\$3,000,000.00	3.2
\$4,000,000.00	3.1
\$5,000,000.00	3.0
Over \$5,000,000.00	To be negotiated

Exhibit C
Insurance Requirements

Engineer shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Engineer** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Engineer** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some **Agreements** may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist **Parish** Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this **Agreement**.
2. **Parish's** and Contractor's Protective Liability (if Engineer is a General Contractor).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist **Parish** Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist **Parish** Council should be indicated on certificate.
9. Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **Engineer**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist **Parish** Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist **Parish** Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, **Engineer** shall deliver to the Director of Purchasing and Procurement, 1811 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide the Insurer shall give the **Parish** thirty (30) days written notice of any cancellation of such insurance.

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolution was unanimously adopted:

"RESOLVED, that effective immediately and until termination of said individual from the Corporation, or until rescission by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:

. . . David C. Weston – Vice President . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED August 14, 2019



Bonnie J. Kudron
Bonnie J. Kudron, Assistant Secretary



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

December 11th, 2019

Division A
Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Division B
Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

District I
Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

District II
Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

District III
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

District IV
Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

District V
Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 10th, 2019.

"Councilman Sorapuru moved and Councilman Madere seconded the motion to grant administration authorization to enter into a Professional Services Agreement with HDR Engineering, Inc. for the Lake Pontchartrain Shoreline Protection Project. The motion passed unanimously."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 10th day of December, 2019.

December 11th, 2019,


Jackie Landeche
Council Secretary
St. John the Baptist Parish Council